

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE J		PAGE OF PAGES 1 17	
2. AMENDMENT/MODIFICATION NO. 0002		3. EFFECTIVE DATE 11-Feb-2004		4. REQUISITION/PURCHASE REQ. NO. N6592303PR0124		5. PROJECT NO.(If applicable)	
6. ISSUED BY NAVAL AIR DEPOT CODE 2.5.1.5, BLDG 159 PSC BOX 8021 CHERRY POINT NC 28533-0021		CODE N00421		7. ADMINISTERED BY (If other than item 6) See Item 6		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)				<input checked="" type="checkbox"/> 9A. AMENDMENT OF SOLICITATION NO. N00421-03-R-0142			
				<input checked="" type="checkbox"/> 9B. DATED (SEE ITEM 11) 04-Feb-2004			
				10A. MOD. OF CONTRACT/ORDER NO.			
				10B. DATED (SEE ITEM 13)			
CODE		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input checked="" type="checkbox"/> is not extended.							
Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning <u>1</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this modification is to revise the Statement of Work and to add Provisions 52.215-1 and 52.215-1, Alt I. See continuation Sheet.							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY <u>Rodney Ange</u>		16C. DATE SIGNED 11-Feb-2004	
(Signature of person authorized to sign)				(Signature of Contracting Officer)			

EXCEPTION TO SF 30
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

Changes in Section C

The following sentence is deleted from paragraph 2.5 of the Statement of Work.

“The contractor shall furnish any hardware, software or other materials required to perform repairs, preventive maintenance or system upgrades in accordance with the procedures documented in paragraphs 2.6 and 3.3 of this SOW.”

See revised Statement of Work.

NAVAL AIR DEPOT CHERRY POINT

INFORMATION TECHNOLOGY/INFORMATION MANAGEMENT DEPARTMENT CODE 7.2

STATEMENT OF WORK (SOW) FOR TELECOMMUNICATIONS SERVICES SUPPORT

1.0 INTRODUCTION

1.1 Organization. The Naval Air Depot, Cherry Point Information Technology/Information Management Department is responsible for providing a wide range of Telecommunications related services to the organization.

1.2 Background and Objective.

The Deskside Services Branch (Code 7.2.4.1) of the IT/IM Department (Code 7.2) located at the Naval Air Depot, Cherry Point, North Carolina provides Telephone services support for approximately 4,000 customers in the NADEP complex and outlying areas. The Deskside Services Branch is responsible for managing, configuring, installing, testing, and fault isolation of Nortel Meridian 81C PABX, Coral Tadiran PABX's, and Motorola Zetron Paging systems. Other services provided include installation of analog and digital phones, Cat5 data cabling, special circuit requirements such as; energy monitoring, camera switching and clocking system. In-service support on a day-to-day basis is required to manage and maintain all telecommunications systems and circuits.

2.0 REQUIREMENTS

2.1 General Requirements. The contractor shall supplement the existing Government Workforce by providing telephone support services. The contractor shall insure that routine tasks described in this SOW are executed in a timely and orderly fashion necessary to deliver the support services required for this tasking. The contractor shall execute the tasking identified in the SOW in accordance with the guidance cited in the applicable sections of this SOW. The government will identify specific points of contact (POC) from which the contractor may obtain any instructions or guidance needed in the performance in this SOW.

2.2 Place of Performance. Services specified in this SOW shall be performed on site at the Naval Air Depot, Cherry Point, NC.

2.3 Work Schedule. Due to the extensive interaction with the employees of NAVAIR Depot Cherry Point that is required in order to perform the tasking in this SOW contractor personnel shall conform to the government's normal first shift operating hours as their standard work schedule. Contractor personnel will also be required to work pre-shift or post-shift, weekends, holidays, and alternate shifts at the discretion of the government to support emergency situations, workload surges, and other emergent requirements. Contractor personnel shall respond to calls for after-

hours emergency support by arriving on-site at the Government's facility with tools and test equipment within 2 hours of receiving callback notification on regular business days and with 4 hours of receiving callback notification on weekends and legal federal holidays.

2.4 Personnel. The contractor shall provide personnel fully qualified by experience and/or training to perform the tasking identified in this SOW. The contractor shall be responsible for maintaining the qualifications of all personnel supplied to perform the tasking in this SOW.

2.5 Telecommunications Systems Support. The contractor shall provide day-to-day support of telecommunications systems, components, circuits, and modules. These tasks shall be coordinated with Government personnel and other contractor personnel as required. This support shall include, but not necessarily be limited to, the following:

- * The contractor shall provide primary, full time PABX support for the Northern Telecom Meridian 81C and Coral II Tadiran switches that are installed at the Government's facility. This support shall include, but not necessarily be limited to routine preventive maintenance (replacing filters, checking muffin fans, cleaning disk drives, running system backups, checking rectifiers, inverters, and power supply voltages, etc.), troubleshooting and repair of system malfunctions, installation of system software and hardware upgrades, and performance of normal daily system management and configuration tasks. The contractor shall coordinate with the PABX system vendors as necessary to resolve system problems, perform configuration changes or install system upgrades in cases where the complexity of these tasks is beyond that which is normally performed by primary operational support personnel. The products and technologies supported by the Government's telephone system include, but are not necessarily limited to, the following:
 - a. IP Line Side Telephony
 - b. IP Trunk Side Telephony
 - c. IDVR call recording systems
 - d. Symposium Call Center Systems
 - e. Meridian Mail
 - f. Call Pilot Voice Mail
 - g. Call Pilot Unified Messaging
 - h. Optivity Telephony Management
 - i. Meridian Administration Tools
 - j. Companion Wireless Systems
 - k. Spectra link Wireless Systems
 - l. Primary Rate Interface (ISDN PRI)
 - m. Basic Rate Interface (ISDN BRI)
 - n. Calling Party Identification
 - o. Enhanced 911 Reporting
 - p. Interactive Voice Response (IVR)
- * The contractor shall perform installation, relocation, troubleshooting and repair to the Government's phone systems, including analog and digital telephone instruments and other associated equipment. This work shall be coordinated with Government and other contractor personnel as required.
- * The contractor shall maintain the voice and data cable plants, to include the installation, testing, troubleshooting, relocation and repair of fiber optic and copper cabling, jacks, cable management hardware, backboards, terminal blocks and other equipment associated with the cable plant.
- * The contractor shall maintain the cable plants and other associated equipment for special circuits such as the energy monitoring, camera switching, and clocking system, which are utilized throughout the Government's facility.
- * The contractor shall manage, configure, troubleshoot and repair the Government's internal Motorola Paging System.
- * The contractor shall maintain the coaxial cable plant for the Government's Internal Television Network (ITN), to include installation, testing, troubleshooting, relocation and repair of cables.

2.6 Administrative Support Services. The contractor shall provide administrative services support for the government's telecommunications systems. These services shall include, but are not necessarily limited to, the following:

- * Updates of cable pair assignments, changes, deletions, and moves in the Government's database. This addresses phone number assignments, channel allocation, physical location, contact, and other pertinent data.
- * Database updates for voice mail and pager system adds, moves, and changes.
- * Close out of tasking and trouble tickets assigned when completed.
- * Maintain sign in and sign out forms for personnel entry and exit in the secure area which houses the PABX systems.
- * Update trouble call database on direct contact phone calls received in telephone office.
- * Maintain sign in and out forms for test equipment in telephone room.

2.7 Monthly Status Report – The contractor shall provide a monthly status report to the government containing the following information.

- * Billable hours expended against each labor category since the previous status report (or since TOA in the case of the first monthly status report)
- * Billable material expenditures incurred (replacement components for PABX's and pager systems) not covered under contract.
- * Optionally, additional information of any nature (financial, statistical, narrative, etc.) which contractor feels is noteworthy.

2.8 Contractor Tasking. The contractor shall receive task assignments under this SOW as described in the following paragraphs. The contractor shall use the following sources of information as guidance in the performance of these tasks:

- * Government-provided Standard Operating Procedures (SOP)
- * Naval Air Depot Instructions, and/or other general guidance governing the performance of the tasking
- * Specific instructions, specifications or other directions such vendor manuals
- * The contractor shall direct questions to the COR when specific instructions are needed.

2.8.1 Routine. System checks, preventive maintenance, minor configuration changes, and repairs to malfunctions discovered by the contractor shall be a part of the contractors regular daily activities and shall be performed by contractor initiative. Executing tasking received in the form of trouble tickets and Facility and Service Request forms shall also be considered a part of the contractor's routine duties.

2.9 Data Deliverables. All data deliverables must meet normal professional standards, the requirements set forth in contractual documentation and this statement of work.

2.9.1 Regular Trouble and Service Call Report. The contractor shall provide a report documenting the daily volume of PABX, pager, and voice mail system trouble calls that were reported via in-person, telephone or e-mail directly to the Naval Air Depot Telephone Office during normal working hours.

2.9.2 After Hours Trouble Call Report. The contractor shall provide a report documenting all occurrences of trouble calls for the PABX, pager, and voice mail systems that were reported to the Naval Air Depot Telephone Office outside of normal working hours. This report shall contain the following information:

- * Description of problem
- * Resolution
- * Date and Time reported
- * Date and Time resolved
- * Hours worked on problem
- * Outstanding Issues

- * Comments

2.9.3 System Outage Report. The contractor shall provide a report documenting the following information about all PABX system full or partial outages.

- * Description of problem
- * Resolution
- * Date and Time reported
- * Date and Time resolved
- * Hours worked on problem
- * Outstanding Issues
- * Comments

2.9.4 Contract Data Requirements List (CDRL). All reports shall be prepared and delivered in accordance with the CDRLs as summarized in Table 1 below.

CDRL	Report	Delivery Date
A001	Regular Trouble and Service Call Report	5 th Business Day of Each Month
A002	After Hours Trouble Call Report	5 th Business Day of Each Month
A003	System Outage Report	Next Business Day

Table 1. Contract Data Requirements List Summary

3.0 GOVERNMENT FURNISHED RESOURCES

3.1 General. The government will provide the following resources:

- * Work space
- * Office supplies
- * Computer equipment
- * Telephone
- * Test equipment
- * Reproduction facilities
- * Tools
- * Transportation within government spaces
- * Government Furnished Spares Kit

3.2 Information. The government will provide the following information:

- * Manuals, texts, documents and other materials associated with the performance of the tasking of this SOW.
- * Initial familiarization/orientation with the work environment and government personnel with which the contractor will be interacting.
- * Standard operating Procedures (SOP) and other guidance that are required in the performance of the tasking specified in this SOW.

3.3 Spares Kit. The Government will provide the material listed in Appendix 1 to be used as a spares kit for the Meridian 81C and Coral II Tadiran PABX systems. The contractor shall utilize the spares kit to replace faulty components and consumable items identified in the PABX systems. The contractor shall keep a current inventory of spares and notify the COR when replacement parts are needed. (See Appendix 1)

4.0 SECURITY REQUIREMENTS

4.1 The contractor shall comply with all Naval Air Depot Cherry Point and Marine Corps Air Station Cherry Point security requirements.

Appendix 1: Government Furnished Spares Kit

SHELF	SYSTEM NAME	CARD NUMBER	CARD NAME
1	TADIRAN	600494	8SH/S
1	TADIRAN	700526	8SH/S
1	TADIRAN	700450	8SH/S
1	TADIRAN	600064	8SH/S
1	TADIRAN	500211	8T/S
1	TADIRAN	9900037	8TBR
1	TADIRAN	300955	16SKD
1	TADIRAN	405780	16SKD
1	TADIRAN	603208	16SKD
1	TADIRAN	500375	16SKD
1	TADIRAN	500287	16SKD
1	TADIRAN	601175	16SKD
1	TADIRAN	701354	16SKD
1	TADIRAN	601744	16SKD
1	TADIRAN	500177	4DTR/S
1	TADIRAN	203063	PRI-23
	TADIRAN	100199	PRI-23
1	TADIRAN	206594	PR-23
1	TADIRAN	206494	PR-23
1	TADIRAN	203063	PR-23
1	TADIRAN	500405	MSX CARD
1	TADIRAN	600103	PPS
2	TADIRAN	NNTML2/6WSLS	NTIP62CA
2	NORTEL	NNTM1832AYV5	NT6D6003 CORE BUS TERM.
2	NORTEL	NNTM1832D1BD	NT8D16AB XDTD
2	NORTEL	A03552000	PW FAIL TRAN UNIT
2	NORTEL		A/C INVERTER
2	NORTEL	PJM3	NT6D40BA
2	NORTEL	52GO	NT6D40AD
3	TADIRAN	500059	PPS
3			DDM1000 CARD
3			DDM1000 CARD
3	NORTEL	AA0358849	HAND-SET
3	NORTEL		NTIP61CD
3		FOM-ET/TI	FIBER OPTIC MODEM
3	TOPAZ		AC INVERTER TOPAZ SPARE
4	NORTEL	A11081D	NT5MOB DIGITAL ANNOUNCER
1	TADIRAN	402428	SVCD CARD
3	TADIRAN	701061	T1 CARD
3	TADIRAN	4001440	T1 CARD
3	TADIRAN	4001433	T1 CARD
E.PLAZ	TADIRAN	400410	T1 CARD
E.PLAZ	TADIRAN	100031	T1 CARD

E.PLAZ	TADIRAN	802246	T1 CARD
E.PLAZ	TADIRAN	100865	16/SH/S
E.PLAZ	TADIRAN	401367	16/SKD
E.PLAZ	TADIRAN	300767	16/SKD
E.PLAZ	TADIRAN	500290	8T/S
E.PLAZ	TADIRAN	600447	8T/S
E.PLAZ	TADIRAN	702250	CNF
E.PLAZ	TADIRAN	500277	FDC
E.PLAZ	TADIRAN	500272	8DTR/S
E.PLAZ	TADIRAN	700317	4T/S
E.PLAZ	TADIRAN	702631	RMI/S
E.PLAZ	TADIRAN	500177	RINGER PWD SUP RPS
1	NORTEL	NT5D12AD	DUAL PRI
1	NORTEL	NT5D12AD	DUAL PRI
1	NORTEL	NTD61AB	IOU/C
1	NORTEL	NT5D10CA	CP
1	NORTEL	NT6D41AD	DCCE PWR SUPPLY
1	NORTEL	NT6D41AD	DCCE PWR SUPPLY
1	NORTEL	NT6D42CD	DC RING GEN
1	NORTEL	NT6D71AA	UILC
1	NORTEL	NT6D71AA	UILC
1	NORTEL	NT6D73AA	MISP
1	NORTEL	NT6D80AB	MSDL
2	NORTEL	NT6D80AB	MSDL
2	NORTEL	NT6D42AA	UTILITY
2	NORTEL	NT6D42AA	UTILITY
2	NORTEL	NT6PP03AA	MMAIL UTIL PK/MODEM
2	NORTEL	NT6P97AA	MMP 40 MODUAL AR EC
2	NORTEL	NT6PO7AA	HARD DRIVE IGB
2	NORTEL	NT6P05AA	MMAIL TAPE MODULE
2	NORTEL	NT8D02EA	DIGITAL LINE CARD
2	NORTEL	NT8D02EA	DIGITAL LINE CARD
3	NORTEL	NT8D04BA	NET CARD
3	NORTEL	NT8D17FA	UNIV TDS &CONF
3	NORTEL	NT8D14BB	UNIV. TRK. CARD
3	NORTEL	NT8D01BC	CC CONT-4
3	NORTEL	NT8D01BC	CC CONT-4
3	NORTEL	NT8D01BC	CC CONT-4
3	NORTEL	NT8D01BC	CC CONT-4
3	NORTEL	NT8D01BC	CC CONT-4
3	NORTEL	NT8D09AL	ANALOG LINE CARD
3	NORTEL	NT8009AL	ANALOG LINE CARD
3	NORTEL	QPC043R	PERIPHERAL SIGNAL
3	NORTEL	QPC412C	INTER-GROUP SWITCH
3	NORTEL	QPC441F	3 PORT EXTENDER
4	NORTEL	QPC471H	CLOCK CONT.
4	NORTEL	QPC720F	DUAL PACK ASSY.

4	NORTEL	QPC841C	QSDI CARD
4	NORTEL	NT8D02GA	EXDLC
4	NORTEL	NT8D02GA	EXDLC
4	NORTEL	NT8D02GA	EXDLC
4	NORTEL	NT8D02GA	EXDLC
4	NORTEL	NT8D02GA	EXDLC
4	NORTEL	NT8D02GA	EXDLC
4	NORTEL	NTRB34AA	NTWRK INTFC
LOCKER	NORTEL	M2250	ATTENDANT CONSOLE

Changes in Section L

The following clauses which are incorporated by full text have been added:

52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (JAN 2004)

(a) Definitions. As used in this provision--

“Discussions” are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

In writing, writing, or written means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

“Proposal modification” is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

“Proposal revision” is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

“Time”, if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals. (1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show--

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, or revision, of proposals.

(i) Offerors are responsible for submitting proposals, and any modifications, or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall--

(1) Mark the title page with the following legend: This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with-- the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend: Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award. (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

- (i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
- (ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
- (iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (iv) A summary of the rationale for award.
- (v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (JAN 2004)—ALTERNATE I (OCT 1997)

(a) Definitions. As used in this provision--

“Discussions” are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

“In writing or written” means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

“Proposal modification” is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

“Proposal revision” is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

“Time”, if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals. (1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show--

- (i) The solicitation number;

- (ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);
 - (iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;
 - (iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and
 - (v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.
- (3) Submission, modification, or revisions of proposals. (i) Offerors are responsible for submitting proposals, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.
- (ii)(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--
- (1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or
 - (2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or
 - (3) It is the only proposal received.
- (B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.
- (iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.
- (iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.
- (v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.
- (4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall--

(1) Mark the title page with the following legend: This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with-- the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend: Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award. (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract after conducting discussions with offerors whose proposals have been determined to be within the competitive range. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

- (i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
- (ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
- (iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (iv) A summary of the rationale for award.
- (v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)